

GENERAL B2B CONDITIONS OF SALE OF SECUPRODUCTS B.V.

Article I – General

These General Conditions of Sale apply to all offers by, all contacts with and to all agreements of Secuproducts B.V. of Nieuw-Vennep, the Netherlands (hereinafter called: "Secu") in respect of any third party acting as a business (hereinafter called: "the other party"), in so far as Secu has not agreed in writing to an alteration of and/or supplement to one or more of the following general conditions. Applicability of purchasing, tendering or other conditions of the other party is rejected by Secu. Hereinafter the end user of a Secu product will be referred to as: "the user".

Article II – Offer

1. Any offer by Secu is without engagement.
2. The data mentioned by Secu in catalogues, offers, in illustrations, in drawings and normalization sheets etc., such as for instance (but not restricted to) statements of measurements and weights will only be approximations and will not be binding.

Article III – Agreement

An agreement between Secu and the other party will (only) take effect at the time of Secu's dispatch, by e-mail or in writing, of the confirmation of sale, and will constitute what has been laid down in the confirmation of sale.

Article IV – Price

1. The prices mentioned in the offer or the confirmation of sale are exclusive of turnover tax/VAT and exclusive of order expenses or shipping charges and are furthermore based on the cost prices applicable at the time of issue of the offer or confirmation of sale.
2. If after the date of conclusion of the agreement one or more of the cost price factors should undergo an increase, even if this occurs as a result of foreseeable circumstances, Secu will be entitled to raise the agreed price accordingly.
3. Prices are based on delivery free domicile at an address in the Netherlands, on the understanding that for orders of less than 300 euros net exclusive of sales tax and any packing to be charged separately Secu will make a surcharge of at least 20 euros excluding turnover tax, in which connection the shipping charges will be made separately unless separate specific arrangements have been made between Secu and the other party, in which case those specific arrangements will apply.
4. Only if this has been agreed in advance in writing, products of Secu itself will be taken back by Secu with a credit note to the other party for the amount previously charged for it by Secu, provided that the relevant product is received back by Secu free of charge and in a good saleable condition within 30 days after the invoice date. Products that Secu resells after purchase by Secu from suppliers will not be taken back by Secu.

Article V – Delivery

1. Secu and the other party may agree that Secu delivers orders in instalments. In that case Secu will send an invoice for every instalment. Secu reserves the right to deliver and invoice 5% more or less than the quantity ordered.
2. In the event of force majeure Secu is entitled either to suspend the performance of the agreement or to dissolve the agreement in full or in part, without the other party being able to derive any right to compensation from that. In these general conditions force majeure is understood to be any circumstance beyond Secu's control - even if it was foreseeable at the time of the conclusion of the agreement - that prevents performance of the agreement permanently or temporarily, and also, in so far as not included therein: war, risk of war, civil war, riots, strike, lock-out, transport difficulties, fire and other interruptions in the business of Secu or of its suppliers, interruptions in the delivery of goods to be supplied by third parties and also in water and/or energy supplies.
3. If the other party does not, not properly or not in good time fulfil any obligation that follows for the other party from the agreement with Secu or an agreement related thereto, or if it is open to serious doubt whether the other party is able to fulfil its contractual obligations to Secu, Secu will be entitled, without notice of default or judicial interposition, either to suspend the performance of the agreement concluded with the other party or to dissolve it in full or in part, this without Secu being obliged to pay any compensation and without prejudice to the rights further due to Secu.

Article VI – Delivery period

1. The delivery period of every order will be laid down in the relevant confirmation of sale; if at that time not all the data required for the performance of the order have been supplied by the other party the delivery period will only commence as soon as that supply of information is complete.
2. Except for gross culpability on Secu's part, transgression of the delivery period will not entitle the other party to whole or partial dissolution of the agreement or to any compensation or non-fulfilment of any obligation that should follow for the other party from any agreement concluded with Secu.
3. The time of delivery of goods by Secu to the other party will be the day on which the goods to which the confirmation of sale relates or the instalment based on that confirmation of sale leave Secu's warehouse.

Article VII – Payment

1. Payment to Secu by the other party must be made within 30 days after the invoice date without any deduction or set-off or, if it concerns deliveries of SecuPost products, the payment must be made prior to the delivery.

2. If the other party does not pay in time, Secu will be entitled to charge interest to the other party from the due date in accordance with a percentage of 4 points above the promissory note discount rate of de Nederlandsche Bank, and also all judicial and extrajudicial costs bearing on the collection of the relevant claim.

3. The ownership of goods delivered by Secu to the other party will only pass to the other party if and in so far as everything that is owed by the other party to Secu on the strength of deliveries or work, including interest and expenses, has been fully paid to Secu. The other party will nevertheless be entitled to sell and deliver the goods to third parties within the framework of a normal conduct of business. If Secu seriously doubts whether the other party performs the sale and/or delivery within the framework of a normal conduct of business, anything that the other party owes Secu on the strength of deliveries or work will become immediately claimable, whatever the terms of payment will be.

4. If Secu seriously doubts whether the other party performs the sale and/or delivery within the framework of a normal conduct of business, Secu will be entitled to unhindered access to the good(s). The other party will give Secu all cooperation in order to enable Secu to exercise the retention of title included in paragraph 3 of this article by taking back the good(s).

Article VIII – Complaints

Complaints with regard to shortages, incorrect deliveries and/or externally discernible defects of any product delivered must be made within 30 days after receipt of the relevant product by the other party. On expiry of this period any claim on Secu lapses.

Article IX – Warranty

1. Bar prior deviating written arrangements between Secu and the other party, the warranty on products supplied by Secu to the other party will be limited to free replacement by Secu or repair by Secu, this at Secu's option, with regard to products with externally discernible defects that in Secu's opinion are the direct consequence of the use of unsound material used in the manufacture of that product, of rusting, of manufacturing errors or of defective finishing.

2. The warranty described in paragraph 1 of this article is limited in time to defects that are reported to Secu within 2 years after delivery of the relevant product by Secu to the other party.

3. Any complaint on the strength of warranty must be made immediately, but at any rate within 14 days after a defect as referred to in paragraph 1 of this article has occurred, to Secu in writing. On expiry of this period any warranty of Secu lapses.

4. After consultation with Secu any products in respect of which a claim is made under the warranty must immediately be sent to Secu free domicile. If Secu delivers substitute products within the framework of the warranty, the originally delivered products will become or remain Secu's property.

5. Defects that are the result of incorrect transport, incorrect storage, incorrect assembly, incorrect use, defective maintenance, untreated or incorrectly treated saw cuts or changes that

are made to any product without Secu's written consent will fall outside the warranty. Failure to follow the assembly manual and (safety) instructions supplied together with the Products and published on the Secu website will lead to loss of any claim on the warranty.

6. In the event of use of other parts than those supplied by Secu any claim on warranty will be lost.

Article X – Liability

1. Secu's liability is limited to fulfilment of the warranty obligations described above in article IX.

2. Bar gross culpability on Secu's part all liability of Secu is excluded for trading loss, for consequential damage, for other indirect loss, such as assembly costs, for damage (as a result of the use of goods) to persons or goods, for burglary damage and all costs resulting therefrom, for physical or psychological injury as a result of a burglary or ram raid, for loss of moneys or other movable property and for all damage of or as a result of liability in respect of third parties.

3. Secu is therefore not liable either for any damage that results from infringement of patents, licences or other rights of third parties, inter alia (but not only) as a result of use of information supplied by or on behalf of the other party.

Article XI – Models, tools, stamps and moulds

1. Models, tools, stamps and moulds that are made especially for an order, will become and remain Secu's property. If and as soon as during 2 years no orders for a specific article have been received by Secu, Secu is entitled to destroy the relevant models, tools, stamps and moulds without informing the other party beforehand; if any model, tool, stamp and/or mould is stored somewhere else than in Secu's industrial buildings, the third party storing those goods will not be entitled to affect and/or destroy them without that third party having received Secu's prior written permission for the purpose.

Article XII – Use and assembly

1. Products supplied by Secu must be used in conformity with their purpose or their intended use and must be used in accordance with what is considered normal use. The other party is obliged to point out that instruction for use in a clear representation to its buyers and to hand the relevant representation to Secu on request for assessment of its contents.

2. Secu constantly devotes great care to the safety instruction and to the assembly manual that are added to its products. That safety instruction and that assembly manual must be followed carefully. The other party is obliged to point out that safety instruction and that assembly manual in a clear representation to its buyers and to hand the relevant representation to Secu on request for assessment of its contents.

3. Assembly material supplied by Secu with its products must be used in the assembly; use of other assembly material than Secu's assembly material leads to risks of damage to the goods

and physical injury. The other party is obliged to point out that assembly-material instruction in a clear representation to its possible buyers and to hand the said representation to Secu on request for assessment of its contents.

4. Periodically the user must check whether Secu's product still is solidly mounted, inter alia by (but not limited to) checks of the points of attachment. With regard to child-safe products the user must moreover check periodically whether that product offers undiminished safety, in view of the child's development. The other party is obliged to point out that assembly-material instruction in a clear representation to its possible buyers and to hand the said representation to Secu on request for assessment of its contents.

Article XIII – Miscellaneous

1. If at any time Secu does not invoke a right due to it or a legal consequence following therefrom, this will not lead to Secu's loss of the possibility of invoking that right or legal consequence as yet at a later time, nor does this void any right of Secu.

2. Secu is entitled to modify these general conditions from time to time at its discretion and then to have those modified conditions apply to all legal relations that are created after the date of filing of those modified conditions.

3. If any provision in these general conditions should not be valid or have no legal effect between Secu and the other party, the other party and Secu will replace that provision with a provision that approaches the initial intention most closely without being invalid and/or having no effect.

4. The other party is obliged to observe strict secrecy of all the prices, rates and other conditions/elements of Secu's deliveries or services communicated by Secu to the other party. Secu holds the copyright to the contents of its offers, confirmations of sale, agreements, promotional material, product information, contents of Secu's website and of the design thereof. No part thereof may be used or multiplied and/or made public without Secu's prior written permission, either electronically, mechanically or by photocopies or otherwise.

Article XIV – Applicable law and disputes

1. All offers by, all contacts with and all agreements of Secu in respect of the other party are always governed by Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG Vienna 1980).

2. Disputes between Secu and another party will be settled exclusively by the District Court of the district in which Secu is established.